Access to Data Policy

Last updated by GiGL Board: July 2025

Summary

This Access to Data Policy outlines how Greenspace Information for Greater London CIC (GiGL) manages access to the environmental data it curates. It sets out:

- Who can access GiGL's services and datasets,
- The terms under which data may be shared or used,
- The responsibilities of data owners and service users,
- How we handle sensitive species data and spatial restrictions,
- Our approach to transparency through open and FAIR data publishing.

All data use is governed by formal licences, and users must follow the agreed terms, including respecting data ownership, privacy, and restrictions on reuse or publication. This policy ensures that GiGL continues to act as a trusted steward of London's environmental data while enabling appropriate end use of our services.

Introduction

As a verified social enterprise, GiGL generates the majority of its revenue through charging for services (see our charging policy for further details). The regional datasets that underpin our services, and the software and systems we use to manage and deliver them, are our main business assets and would not exist without our ongoing investment.

The regional datasets represent data from thousands of individuals and organisations that we have validated, verified, updated to comply with national standards and aggregated together into London-wide datasets. With the community and professional networks we have developed since 1996, along with the privileged access we have to national resources as London's local environmental records centre, our services represent the best available data on species, habitats, open space and designated sites in the capital.

The tailored services we provide to our community and professional networks and members of the public ensure all data are publicly accessible, either via information and answer services available from the team, or published online with clear terms of use.

Scope

This policy applies to:

- GiGL partners and their contractors,
- GiGL clients and members of the public,
- Data owners and originators,
- GiGL staff, contractors, and volunteers.

Policy Statements

1. Data Ownership and Stewardship

- GiGL maintains and curates regional datasets as part of its core business. GiGL holds
 the database rights to these datasets, and the constituent parts are the intellectual
 property of contributing data owners.
- All access to GiGL data is subject to licence terms and conditions.
- All data use under shared licences is restricted to the Permitted Use explicitly agreed in writing with GiGL as part of the licensing process. Any deviation from the agreed use requires prior written approval.





2. Access to GiGL Systems

- Direct access to GiGL servers and internal systems is limited to:
 - GiGL staff.
 - o Authorised technical support contractors,
 - o Approved long-term volunteers.
- No external party may access GiGL systems unless explicitly authorised and subject to a confidentiality agreement.

3. Data Access for Partners

- Partners may access GiGL data under a shared licence.
- Access is restricted to the organisation's employees and excludes contractors unless separately approved (see 'contractors acting on behalf of partners' section).
- Datasets are updated continually and will be provided electronically in a partner-specified format on a quarterly basis. Datasets are also accessible via our partner data portal 'London Online'.
- Partners must consult GiGL before responding to Freedom of Information (FOI) and Environmental Information Regulations (EIR) requests involving GiGL data.
- Unauthorised disclosure or publication by partners or their contractors constitutes a
 breach of licence and may result in enforcement action, including recovery of lost
 revenue. Please contact GiGL to discuss your publication requirements as a licence
 exception is available under certain circumstances.
- Upon termination of an agreement, access to online resources will be removed, and
 partners must delete all GiGL-supplied or derived data from their systems and provide
 written confirmation of deletion via the supplied form. GiGL will supply a final file of any
 data owned by the partner.
- Derived products, such as maps or reports, may be retained post-termination of an agreement only where GiGL has granted explicit written permission for their continued use.

4. Contractors Acting on Behalf of Partners

- Contractors may access data only upon written request and approval from GiGL.
- Data will be supplied under a shared licence and only when the contractor's work does not duplicate GiGL services.
- Partners and contractors are prohibited from publishing or distributing GiGL datasets or system access credentials without prior written permission.

5. Data Access for Clients and Project Partners

- Clients and project partners access existing GiGL data through information and answer services only.
- Data generated via a collaborative project will pass through GiGL's validation and verification checks and will be shared with all project partners in a format suitable for their ongoing use.
- These services do not provide access to core regional datasets, which remain commercially protected.

6. Data Owner and Originator Restrictions

- Data owners may impose access and use restrictions on their data through data sharing agreements.
- Owners may:
 - o Define specific records as confidential or sensitive,
 - Set spatial or user-based restrictions,
 - Request future changes to restrictions by providing written notice (email or post).
- GiGL will implement any approved changes to data status promptly.

- GiGL may negotiate with data owners to minimise restrictions and promote broader use where appropriate.
- GiGL reserves the right to reject data submissions if the proposed restrictions are considered too limiting or impractical.

7. Sensitive Species Data Restrictions

- GiGL maintains a list of sensitive species, developed in collaboration with species experts across London.
- Data related to these species may be classified as confidential and will be withheld, generalised, or released at reduced resolution, depending on risk assessment. The purpose of these constraints is to prevent:
 - Harm to species or their habitats,
 - Breaches of trust with data providers.

8. Spatial Data Restrictions

- GiGL publishes curated spatial datasets that enhance public understanding of nature in London (e.g., publicly accessible wildlife sites).
- GiGL will not publish full-resolution spatial datasets that are commercially sensitive or offer competitive advantage to third parties.
- Various data generalisation techniques, including resolution blurring, will be applied to protect commercial interests. These will be outlined in the associated metadata.

9. Public Access to Data, Information and Answer Services

- Members of the public may request tailored outputs where existing online resources are not suitable for their (non-commercial) requirements.
- These requests are subject to assessment and delivery in accordance with this policy and data licensing criteria.
- Use of data and information on our website and other public platforms is restricted to non-commercial purposes except where a resource is published under an open licence; potential clients and partners may not use public resources to inform service delivery.

10. Open Data for Transparency and Public Engagement

- GiGL will use selected open datasets as a 'shop window' to promote engagement with London's natural environment.
- Open data will be published under a Creative Commons Attribution (CC-BY) or Open Government (OGL) licence.
- Datasets made public will be blurred, simplified, or deliberately out of date to prevent commercial exploitation.
 - Species data will be published at 10km resolution, except where they are considered sensitive and need to be handled differently.
 - Spatial data will be assessed and generalised on a case-by-case basis.
- Public platforms used for publishing will be selected based on their ability to meet policy requirements and provide usage metrics to inform our annual reports and social impact reporting.

11. Data Access for Non-Profit Stakeholders

- Access to datasets under a shared licence may be granted to non-profit stakeholders whose work aligns with GiGL's vision for London's natural environment.
- Information and answer outputs will be provided where an organisation doesn't have appropriate data systems and Ordnance Survey licences in place.
- Each application will be assessed on a case-by-case basis, considering potential impact on GiGL's business model and data stewardship responsibilities. Each application will also need to demonstrate how collaboration is of benefit to GiGL and its stakeholders, for

- example by improving data coverage or extending our community or professional networks.
- Users are responsible for holding appropriate Ordnance Survey licences for use of any GiGL-supplied spatial data incorporating OS intellectual property.

12. Secure Backup Services

- GiGL provides secure data backup services for its stakeholders.
- Replacement datasets will be provided on request in the stakeholder's preferred format.
- This service is offered free of charge.

13. Data Protection and Personal Data

- Users must comply with UK Data Protection legislation and are considered independent data controllers when handling personal data from the GiGL Database.
- Users must not attempt to identify or contact individuals represented in the data.
- Any complaints or data protection requests related to personal data in the GiGL Database should be reported to GiGL. Both parties will cooperate to address any concerns.

Compliance and Enforcement

- All users of GiGL data must adhere to the terms of their data licence and this policy.
- Breaches of licence terms or unauthorised distribution of data will result in:
 - Termination of access,
 - Legal action to recover losses or enforce rights, including reimbursement of costs incurred by GiGL,
 - Notification to relevant partner organisations or stakeholders,
 - GiGL will monitor use of its data and services to ensure compliance and protect its assets.

Policy Review and Updates

- This policy will be reviewed annually or sooner if required by legal, operational, or strategic developments.
- Updates will be approved by GiGL's Board of Directors and shared with all relevant stakeholders.

Definitions of Terms

- **Commercial services**: Social enterprises like GiGL provide access to services in return for a fee. As a not-for-profit, the revenue that is generated is invested back into the business to support our core mission, rather than benefiting private business owners and shareholders.
- **Data ownership:** Our core datasets reflect data shared with us by tens of thousands of data owners. Data ownership does not transfer to GiGL or the end users of our services.
- Data stewardship: All of the stages that data go through after they have been collected but before their final use. The stages include ongoing development and support of our community and professional networks that share data with us and use our services, quality assurance (validation and verification), upkeep of data management systems, metadata and standards, compliance with licence terms, data aggregation and secure archiving.
- **Database rights:** These safeguard databases from unauthorised extraction and reutilisation of the contents without permission. They protect both the structure and content of a database, specifically the work that goes into the compilation, verification and presentation of the data. GiGL holds database rights over the core datasets it makes available under a shared data licence.
- **FAIR data:** Data are Findable, Accessible, Interoperable, and Reusable. In the absence of funding for an open data infrastructure in England, our sector is working towards the FAIR data principles instead. You can see more detail here.
- **GIGL Client**: An individual or organisation that needs access to our services on a reactive basis via our 'pay as you use' services.
- **GIGL Partner:** An organisation in our community or professional networks that has a current data sharing or service level agreement in place. They need access to our data and expertise on an ongoing basis.
- Open Data Institute (ODI): A non-profit that works with organisations to 'build data infrastructure, knowledge, and strategies that create trust in data and data practices'. They have published the 'data spectrum' to aid the understanding of the language of data that covers open, shared and closed data.
- Open Data: Data that can be used by anyone for anything for free. The two main open data licences used in our sector are the Creative Commons licence (CC-BY) and Open Government Licence (OGL).
 - Our open data are published with the owners' permission on our website, the National Biodiversity Network Atlas, and London Datastore.
- **Project Partner:** An organisation we are working with on a specific project that doesn't have a data sharing or service level agreement with us.
- Publicly accessible: Data are readily available to the general public without significant
 effort or specialised knowledge. We publish data and information outputs on our website
 for use by the general public. We also provide access to a range of services in response
 to a request that are based on the core datasets and tailored to the intended end use.
- **Sensitive Species:** Species for which data release is restricted due to conservation risk. GiGL maintains lists of species that require us to handle related records differently.
- Shared Data: The licence terms will determine who has access and how the data can be used. Shared data licences include Creative Commons non-commercial use licence (CC-BY-NC) and bespoke licences.
 - We provide data as a service, and access is restricted to users set out on the GiGL data use licence, and use is limited to internal business only. Onward sharing with other end users or through publication is not permitted.